

JUL 31 11 13 AM '75

ARVILLA E. WARREN
RECORDER, SAN JUAN COUNTY
BY _____# 2
5.60
1B-4245

CONSENT TO ASSIGNMENT OF MINING LEASE

San Juan County, a body corporate and politic of the State of Utah, hereby gives its written consent for the assignment of that certain lease dated January 13, 1975, by and between San Juan County as LESSOR, and Larry Shumway as LESSEE, be assigned by said Lessee to Minerals West Inc., c/o Milton Nelson, Monticello, Utah 84535, said mining lease pertains to the mining claims described on Exhibit "A" attached hereto and made apart hereof.

DATED this 7th day of April, 1975 and approved at a regular meeting of the San Juan County Commissioners.

SAN JUAN COUNTY

By

Calvin Black
Commissioner

By

Case D. Broderick
Commissioner

By

E. S. Boyle
Commissioner

STATE OF UTAH

County of San Juan

)
) ss.
)

On the 7th day of April 1975 personally appeared before me, Calvin Black, Edward S. Boyle and Case D. Broderick who being by me duly sworn, did respectively say that he is a Commissioner of San Juan County, Utah and that said instrument was signed in behalf of said San Juan County be a resolution of the Board of Commissioners of San Juan County dated this day and said signers acknowledged to me that said Board executed the same on behalf of San Juan County.

Notary Public

Residing at Monticello, UT 84535

My Commission Expires Jan 6, 1979



432

For Original Lease - Book 547 Pages 425-431 C.E.W.

EXHIBIT A, to LEASE dated January 13, 1975,
between San Juan County, as Lessor and Larry Shumway as Lessee.

The following named patented mining claims in San Juan County, Utah:

HEREIN, TO-WIT:

..... Mujer Sin Verguena
..... MI Corazon
..... Pesame Hucho
..... Pisco
..... Fundadora
..... Te Quiero
..... MI Vida

excluding those portions of the said Te Quiero and MI Vida patented claims lying within the boundry described as follows:

ABSTRACTED

Beginning at a point on line 4-1 MiVida lode and line 2-3 Te Quiero lode, (Sur. No. 7251) which bears South $38^{\circ}46'$ West, 456.44 feet from Corner No. 1 MiVida lode identical with Corner No. 2 Te Quiero lode, and from which said point the $1/4$ corner of sections 2 and 11, Township 30 South, Range 24 East, S.L.M. bears North $4^{\circ}07'$ West, 2252.87 feet.

Thence, North $74^{\circ}58'40''$ West, 241.28 feet to a point.

Thence, South $3^{\circ}17'$ East, 329.74 feet to a point on line 2-3 Te Quiero lode identical with line 4-1 Mi Vida lode.

Thence, South $38^{\circ}46'$ West 220.0 feet to a point on line 2-3 Te Quiero lode identical with line 4-1 Mi Vida lode.

Thence, South $75^{\circ}16'$ East, 649.34 feet to a point on line 2-3 MI Vida lode identical with line 3-4 Linda Mujer lode.

Thence, North $38^{\circ}46'$ East, 458.42 feet to a point on line 2-3 MI Vida lode identical with line 3-4 Linda Mujer lode.

Thence, North $75^{\circ}16'$ West, 649.34 feet to a point on line 2-3 Te Quiero lode identical with line 4-1 MI Vida lode.

Thence, North $38^{\circ}46'$ East, 103.59 feet to place of Beginning.

Entry No.	1B-4245 431		
Recorded	7/31/75	At 11:13 A.M.	Book 547 Page 433
FEE PAID	ARVILLA E. WARREN		
	Recorder, San Juan County, Utah		
\$ 5.60	By	RB	Deputy

Return to -
Milton E. Nielson 433
P.O. Box 698
Monticello, Utah 84535

#1
10.40

1B-4244

JUL 31 11 09 AM '75

ARVILLA E. WARREN
RECORDER, SAN JUAN COUNTY
BY _____

LEASE

This LEASE entered into this 13th day of January, 1975, by and between SAN JUAN COUNTY, a body corporate and politic of the State of Utah, hereinafter called the LESSOR, and LARRY SHUMWAY, Spanish Valley, Moab, Utah 84532, hereinafter called LESSEE, witnesseth:

The Lessor in consideration of the royalties to be paid and covenants to be observed by the Lessee, does hereby grant and lease to Lessee, the right and privilege to explore for, mine, and remove all the metalliferous minerals in, upon, or under the premises described in Exhibit A which is attached hereto and made apart hereof for a term of two years, ending January 12, 1977, or at such sooner time as this lease might be terminated.

The Lessee in consideration of the granting of the rights and privileges aforesaid, hereby covenants and agrees as follows:

(a) To pay Lessor on all minerals mined and shipped, or sold hereunder, a royalty 10% of the gross mill receipts less transportation charges and development allowances, such royalty to be due and payable on the 30th day of the month next succeeding the calendar month during which the minerals shall have been shipped or sold, and a copy of this Agreement shall be given to any ore buyer and the buyer shall be instructed and authorized to make such royalty payments directly to Lessor.

(b) To prepare and forward to Lessor within 30 days next succeeding the calendar year quarter in which minerals are shipped or sold hereunder, a certified statement of the amount of productions of all the leased substances disposed of from said lands and such other additional information as Lessor may from time to time reasonably require.

(c) Not to assign this lease or any interest therein nor sublet any portion of the lease to premises without the written consent of Lessor.

Lessor hereby excepts and reserves from the operation of this Lease:

(a) The right to permit for joint or several use such easements upon, through, or in the lands hereby leased as may be necessary or appropriate to the working of these or other lands belonging to, or administered by the Lessor containing mineral deposits or for other use.

(b) The right to use, lease, sell, or otherwise dispose of the surface of said lands or any part thereof insofar as said surface is not necessary for the Lessee's operation.

In case of termination of the lease, all underground timbering, supports, shaft linings, and other installations necessary for the support of underground workings of any mines and all rails, or head frames and all installations which cannot be removed without permanent injury to the premises and all construction installed underground to provide ventilation for any mines, shall be and remain a part of the realty and shall revert to the Lessor without further consideration or compensation and shall be left by the Lessee in the lands. All personal property of Lessee located within and upon the said lands and all buildings, machinery and equipment and tools (other than the installations to become the property of Lessor as above provided) shall be and remain the property of Lessee and Lessee shall be entitled to and may within sixty (60) days after termination of the lease, remove from the lands such personal property and improvements.

Lessee may terminate this lease at any time upon giving three (3) months notice in writing to the Lessor and upon payment of all royalties due to the Lessor.

Notwithstanding anything else herein contained, this lease is issued only under such title as the Lessor may now hold and that in the event the Lessor's title is determined to be deficient in any way, the Lessor shall not be liable for any damages sustained by the Lessee, nor shall the Lessee be entitled to or claim any refund for royalties theretofore paid ^{to} by the Lessor.

All of the work which may be performed by Lessee shall be performed in a good and workmanlike manner and in accordance with sound engineering and geological practice.

Lessee shall comply with all laws, rules, and regulations pertaining to any operations or activities hereunder of federal, state, and local authorities.

Lessee shall hold Lessor harmless and fully indemnify it against all claims, and demands of any kind or nature which may be made upon it, or against the mining claims for or on account of any debt or expenses incurred by Lessee and Lessee shall defend and save Lessor harmless and fully indemnify it against any liability or asserted liability for, or on account of, injury to or death of any person or damage to any property sustained during the continuance of this lease alleged to have resulted from any act or omission of Lessee, his agents, or employees, or the unsafe condition of the mining claims.

SAN JUAN COUNTY

By: *Robert Black*
Commissioner

By: *Frank D. Birdnick*
Commissioner

By: *E. S. Boyle*
Commissioner

LESSEE:

Larry Shumway
Larry Shumway

STATE OF UTAH)
) ss.
County of San Juan)

On the 13th day of January, 1975, personally appeared before me, Calvin Black, Edward S. Boyle, and Case D. Broderick who being by me did duly say that respectively he is a commissioner of San Juan County, Utah and that said instrument was signed in behalf of said San Juan County be resolution of the board and said signers acknowledged to me that said board executed the same on behalf of San Juan County.



Monticello, Utah
Notary Public residing
at: Monticello, Utah 84535

My Commission Expires June 6, 1979.

- ASSIGNMENT -

Come now the undersigned and in consideration of the sum of \$10.00 the receipt and sufficiency of which are hereby acknowledged, and hereby sell, assign, transfer, set over and convey all their right title and interest in and to that certain Lease dated January 13, 1975, by and between San Juan County, as Lessor and Larry Shumway, as Lessee, as Modified by that certain Modification of Lease dated February 3, 1975, which is by reference made a part hereof, to MINERALS WEST, INC., a Utah corporation, Box 698, Monticello, Utah.

Dated at Moab, Utah this 8th day of April, A. D., 1975.

Larry Shumway
Larry Shumway

Leota Shumway
Leota P. Shumway

EXHIBIT A , to LEASE dated January 13, 1975,
between San Juan County, as Lessor and Larry Shumway as Lessee.

The following named patented mining claims in San Juan County, Utah:
OF SAN, TO WIT:

- Mujer Sin Verguena
- Mi Corazon
- Besame Mucho
- Pisco
- Fundadora
- Te Quiero
- Mi Vida

excluding those portions of the said Te Quiero and Mi Vida patented claims lying within the boundry described as follows:

Beginning at a point on line 4-1 MiVida lode and line 2-3 Te Quiero lode, (Sur. No. 7251) which bears South $38^{\circ}46'$ West, 456.44 feet from Corner No. 1 MiVida lode identical with Corner No. 2 Te Quiero lode, and from which said point the $1/4$ corner of sections 2 and 11, Township 30 South, Range 24 East, S.L.M. bears North $6^{\circ}07'$ West, 2252.87 feet.

Thence, North $74^{\circ}58'40''$ West, 241.28 feet to a point.

Thence, South $3^{\circ}17'$ East, 329.74 feet to a point on line 2-3 Te Quiero lode identical with line 4-1 Mi Vida lode.

Thence, South $36^{\circ}46'$ West 220.0 feet to a point on line 2-3 Te Quiero lode identical with line 4-1 Mi Vida lode.

Thence, South $75^{\circ}16'$ East, 649.34 feet to a point on line 2-3 Mi Vida lode identical with line 3-4 Linda Mujer lode.

Thence, North $38^{\circ}46'$ East, 458.42 feet to a point on line 2-3 Mi Vida lode identical with line 3-4 Linda Mujer lode.

Thence, North $75^{\circ}16'$ West, 649.34 feet to a point on line 2-3 Te Quiero lode identical with line 4-1 Mi Vida lode.

Thence, North $38^{\circ}46'$ East, 103.59 feet to place of Beginning.

2

MODIFICATION OF LEASE

This MODIFICATION OF LEASE dated February 3, 1975, by and between SAN JUAN COUNTY, a body corporate and politic of the State of Utah, hereinafter called the LESSOR, and LARRY SHUMWAY, Spanish Valley, Moab, Utah, hereinafter called LESSEE, witnesseth:

Whereas the parties hereto entered into a certain Lease dated January 13, 1975, pertaining to the following named patented mining claims in San Juan County, Utah to-wit:

- • Mujer Sin Verguenca
- • Mi Corazon
- • Besame Mucho
- • Pisco
- • Fundadora
- • and a portion of the Te Quiero
- • and Mi Vida patented mining claims

which Lease is incorporated herein by such reference and

WHEREAS said Lease of January 13, 1975 is for a term of two (2) years ending January 12, 1977 or as such sooner time as said Lease might be terminated and the parties have now determined that a longer term for said Lease is desirable,

NOW THEREFORE for adequate considerations the receipt and sufficiency which by each party is acknowledged, the parties do agree as follows; that the term of said Lease dated January 13, 1975, be and is hereby changed to read as follows:

" For a primary term of five (5) years ending January 12, 1980 and said Lessee is hereby given the option to lease said premises for an additional five (5) year period ending January 12, 1985 provided Lessee gives written notice thereof to Lessor at least six (6) months prior to the end of said primary term ending January 12, 1980."

All other terms and conditions of said Lease dated January 13, 1975 shall remain the same.

SAN JUAN COUNTY

By: Calvin Black
Commissioner

By: Case D. Broderick
Commissioner

By: E. S. Boyle
Commissioner

Entry No. <u>1B-4244425</u>	
Recorded <u>7-31-75</u> At <u>11:09 AM</u>	Book <u>547</u> Page <u>431</u>
FEE PAID	ARVILLA E. WARREN
	Recorder, San Juan County, Utah
\$ <u>10.40</u>	By <u>RB</u> Deputy

LESSEE

Larry Shumway
Larry Shumway

STATE OF UTAH)
) ss.
County of San Juan)

On the 5th day of February, 1975, personally appeared before me, Calvin Black, Edward S. Boyle and Case D. Broderick who being by me did duly say that respectively he is a commissioner of San Juan County, Utah and that said instrument was signed in behalf of said San Juan County by resolution of the board and said signers acknowledged to me that said board executed the same on behalf of San Juan County.

Notary Public
Notary Public residing
at: Monticello, Utah 84535

My Commission Expires September 1, 1977



Return to -
Milton E. Nielson 431
P.O. Box 698
Monticello, Utah 84535

JUL 31 11 13 AM '75

ARVILLA E. WARREN
RECORDER, SAN JUAN COUNTY
BY _____# 2
5.60
1B-4245

CONSENT TO ASSIGNMENT OF MINING LEASE

San Juan County, a body corporate and politic of the State of Utah, hereby gives its written consent for the assignment of that certain lease dated January 13, 1975, by and between San Juan County as LESSOR, and Larry Shumway as LESSEE, be assigned by said Lessee to Minerals West Inc., c/o Milton Nelson, Monticello, Utah 84535, said mining lease pertains to the mining claims described on Exhibit "A" attached hereto and made apart hereof.

DATED this 7th day of April, 1975 and approved at a regular meeting of the San Juan County Commissioners.

SAN JUAN COUNTY

By

Commissioner

By

Commissioner

By

Commissioner

STATE OF UTAH

County of San Juan

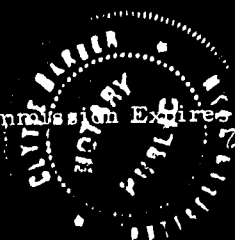
) ss.
)

On the 7th day of April 1975 personally appeared before me, Calvin Black, Edward S. Boyle and Case D. Broderick who being by me duly sworn, did respectively say that he is a Commissioner of San Juan County, Utah and that said instrument was signed in behalf of said San Juan County be a resolution of the Board of Commissioners of San Juan County dated this day and said signers acknowledged to me that said Board executed the same on behalf of San Juan County.

Notary Public

Residing at Monticello, UT 84535

My Commission Expires Jan 6, 1979



For Original Lease - Book 547 Pages 425-431 A.E.W.

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between San Juan County, as Lessor and Larry Shumway as Lessee.

The following named patented mining claims in San Juan County, Utah:

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..... Te Quiero
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excluding those portions of the said Te Quiero and MI Vida patented claims lying within the boundry described as follows:

ABSTRACTED

Beginning at a point on line 4-1 MiVida lode and line 2-3 Te Quiero lode, (Sur. No. 7251) which bears South $38^{\circ}46'$ West, 456.44 feet from Corner No. 1 MiVida lode identical with Corner No. 2 Te Quiero lode, and from which said point the $1/4$ corner of sections 2 and 11, Township 30 South, Range 24 East, S.L.M. bears North $4^{\circ}07'$ West, 2252.87 feet.

Thence, North $74^{\circ}58'40''$ West, 241.28 feet to a point.

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Thence, North $38^{\circ}46'$ East, 103.59 feet to place of Beginning.

Entry No.	1B-4245 431		
Recorded	7/31/75	At 11:13 A.M.	Book 547 Page 433
FEE PAID	ARVILLA E. WARREN		
	Recorder, San Juan County, Utah		
\$ 5.60	By	RB	Deputy

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Milton E. Nielson 433
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